

## REQUEST FOR QUOTE

The Federal Aviation Administration is accepting quotes for an estimated 10,965 gallons Diesel Fuel HS1 and an estimated 1,600 gallons unleaded gasoline to be delivered to FAA facilities in Cold Bay, Alaska. Delivery of diesel will be made automatically once a month and delivery of unleaded gasoline will be made upon request. Delivery is made with tank truck and hose.

Delivery Locations:

1. FAA Cold Bay Shop, 1/1000 Gallon A/G Storage Tank
2. FAA LIVQ, House #141, 142, 144, 145 - 4/500 Gallon A/G Storage Tanks

*Quantity is estimated only and not a guarantee of a purchase amount.*

**Requirements are effective from date of award to 9/30/2009. Contractor will top off all FAA tanks at Cold Bay prior to 9/15/2008 and then delivery will be withheld until a new contract is awarded. FAA is not required to compensate for any deliveries made outside the contract period of performance.**

The Contractor is responsible for compliance with all applicable environmental laws and regulations in effect at the time of delivery. Contractor is also responsible for any costs associated with spills that may occur during transport and filling of the FAA's tanks.

**Price Changes:** The FAA understands that fuel prices fluctuate throughout the year. If the price per gallon at the time of delivery exceeds the price quoted, Contractor must notify the Contracting Officer of the price change before delivery of fuel. Disregard of prior notification of price change from Contractor will result in acceptance of quoted price as the price to be charged to FAA.

**Security:** Escort is not required.

**Invoicing:** Invoices and delivery tickets must include: the type of fuel delivered, quantity of fuel delivered, building number/location of delivery, and FAA contract number. Contractors will not be paid based on submittal of delivery ticket alone, nor will incomplete delivery tickets be accepted. One copy must be faxed to the Contracting Officer, Barbara Heatherington, at (907) 271-2326.

**Send original invoice/delivery ticket to:**

Federal Aviation Administration  
AMZ-110, Accounts Payable  
P.O. Box 25710  
Oklahoma City, OK 73125

**Send a copy of the invoice/delivery ticket to:**

Federal Aviation Administration  
Attn: Sherry Libby, AJW-W23A  
301 East 56<sup>th</sup> Avenue  
Anchorage, AK 99518

**QUOTE:**

Quoted price shall include the price of product, transportation, and any other delivery charges for products to be delivered to the FAA facilities at Cold Bay, Alaska.

1. Diesel Fuel HS1 – estimated annual requirement is 10,695 gallons. Delivery of diesel will be made automatically once a month. Delivery is made with tank truck and hose.

\$\_\_\_\_\_ per gallon                      Total \$\_\_\_\_\_

2. Unleaded Gasoline – estimated annual requirement is 1600 gallons. Delivery of unleaded gasoline will be made upon request. Delivery is made with tank truck and hose.

\$\_\_\_\_\_ per gallon                      Total \$\_\_\_\_\_

Quotation Submitted By: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Company: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

## CONTRACT CLAUSES

### **3.1-1           Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.1.7-2           Organizational Conflicts of Interest** (August 1997)
- 3.1.7-5           Disclosure of Conflicts of Interest** (May 2001)
- 3.2.2.3-75       Requests for Contract Information** (July 2004)
- 3.2.2.7-6       Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (April 1996)
- 3.2.2.7-8       Disclosure of Team Arrangements** (April 2008)
- 3.2.2.8-3       Delivery of Excess Quantities** (April 1996)
- 3.2.5-1           Officials Not to Benefit** (April 1996)
- 3.2.5-3           Gratuities or Gifts** (January 1999)
- 3.2.5-4           Contingent Fees** (October 1996)
- 3.2.5-5           Anti-Kickback Procedures** (October 1996)
- 3.2.5-8           Whistleblower Protection for Contractor Employees** (April 1996)
- 3.3.1-1           Payments** (April 1996)
- 3.3.1-8           Extras** (April 1996)
- 3.3.1-10          Availability of Funds** (April 1996)
- 3.3.1-15          Assignment of Claims** (April 1996)
- 3.3.2-1           FAA Cost Principles** (October 1996)
- 3.4.2-8           Federal, State, and Local Taxes--Fixed Price Contract** (April 1996)
- 3.3.2-1           FAA Cost Principles** (October 1996)
- 3.6.2-4           Walsh-Healey Public Contracts Act** (April 1996)
- 3.6.2-9           Equal Opportunity** (August 1998)
- 3.6.2-12          Affirmative Action for Special Disabled and Vietnam Era Veterans** (April 2007)
- 3.6.2-13          Affirmative Action for Workers with Disabilities** (April 2000)
- 3.6.2-14          Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era** (April 2007)
- 3.6.2-39          Trafficking in Persons** (January 2008)
- 3.6.3-1           Clean Air and Water Certification** (April 2000)
- 3.6.3-16          Drug Free Workplace** (January 2004)
- 3.6.4-2           Buy American Act--Supplies** (July 1996)
- 3.9.1-1           Contract Disputes** (November 2002)
- 3.9.1-2           Protest After Award** (August 1997)
- 3.10.1-7          Bankruptcy** (April 1996)
- 3.10.1-9          Stop-Work Order** (October 1996)
- 3.10.1-11         Government Delay of Work** (April 1996)
- 3.10.1-12         Changes--Fixed-Price** (April 1996)
- 3.10.1-25         Novation and Change-Of-Name Agreements** (October 2007)
- 3.10.6-1          Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-4          Default (Fixed-Price Supply and Service)** (October 1996)
- 3.11-34          F.O.B. Destination** (April 1999)
- 3.13-5           Seat Belt Use by Contractor Employees** (January 1999)
- 3.14-2           Contractor Personnel Suitability Requirements** (April 2008)
- 3.14-4           Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals** (July 2008)

### 3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;  
(B) comply with the requirements of T3.10.1.A-8; and  
(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or  
(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### 3.2.5-2 Independent Price Determination (October 1996)

### 3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_  
(country)

(End of provision)

### 3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

### 3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting

requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**3.2.2.3-76 Representation- Release of Contract Information (July 2004)**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR



The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

**3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a

certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)**

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of provision)

**3.13-4 Contractor Identification Number: Data Universal Numbering System (DUNS) Number (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-

character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

## **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

<b>3.2.2.3-1</b>	<b>False Statements in Offers</b> (July 2004)
<b>3.2.2.3-3</b>	<b>Affiliated Offerors</b> (July 2004)
<b>3.2.2.3-12</b>	<b>Amendments to Screening Information Requests</b> (July 2004)
<b>3.2.2.3-13</b>	<b>Submission of Information/Documentation/Offer</b> (July 2004)
<b>3.2.2.3-14</b>	<b>Late Submissions, Modifications, and Withdrawals of Submittals</b> (July 2004)
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data</b> (July 2004)
<b>3.2.2.3-17</b>	<b>Preparing Offers</b> (July 2004)
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations</b> (July 2004)
<b>3.2.2.3-19</b>	<b>Contract Award</b> (July 2004)

### **3.2.2.3-20 Electronic Offers** (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means fax or e-mail, Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities,

unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

**(e) You may send your offer electronically by fax to 907-271-2326 or by e-mail to [Barbara.Heatherington@faa.gov](mailto:Barbara.Heatherington@faa.gov)**

**(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer. You MUST call Barbara Heatherington at 907-271-5867 to confirm sending any faxed documents.**

(End of provision)

### **3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

### **3.13-1 Approval of Contract (April 1996)**

This contract is subject to the written approval of the Contracting Officer, and shall not be binding until so approved.

(End of clause)

## **EVALUATION FACTORS FOR AWARD**

Contract(s) will be awarded to the responsible, responsive business concern(s) whose offer best meets the Government's requirements as specified, and offers the best value to the Government based on price.

## **LIST OF ATTACHMENTS**

1. Business Declaration Form - 1 page

## BUSINESS DECLARATION

K-1

Tax Identification No.:

- 1 Name of Firm: \_\_\_\_\_
- 2 Address of Firm: \_\_\_\_\_
- 3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_
- 4 a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American    ☐ b. Hispanic American    ☐ c. Native American    ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_ ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female    ☐ h. Male    ☐ i. 8(a) Certified (Certification letter attached)    ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes    ☐ b. No    (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_

- 7 Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_
- 8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
- 9 Type of Ownership:    ☐ a. Sole Ownership    ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
- 10 Gross receipts of the firm for the last three years:
- |                         |                           |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
- 11 Is the firm a small business?    ☐ a. Yes    ☐ b. No
- 12 Is the firm a service disabled veteran owned small business?    ☐ a. Yes    ☐ b. No
- 13 Is the firm a socially and economically disadvantaged small business?    ☐ a. Yes    ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING THE QUESTIONS ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_
- c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_